

1       **PAY CAVALIER’S COSTS ASSOCIATED WITH VERIZON’S NETWORK**  
2       **REARRANGEMENTS?**

3       A.     No. Mr. Cole’s argument (at pages 2-3 of his Direct Testimony) is basically that because  
4       Cavalier incurs expenses when Verizon must rearrange its network, Verizon should pay  
5       Cavalier’s expenses. In an attempt to support his argument, he cites two examples of  
6       tandem re-homing that he claims were poorly managed and delayed, thus increasing  
7       Cavalier’s “burden” associated with re-homing.

8       Mr. Cole’s reasoning does not support his proposal. First, as I explained in my Direct  
9       Testimony, tandem re-homing is necessary from time to time to allow Verizon’s network  
10      to accommodate growth in traffic from Verizon’s customers, as well as from all  
11      interconnecting carriers’ customers. Verizon is not asking Cavalier to pay for network  
12      modifications that benefit only Verizon. Additional tandems benefit *all* of the carriers  
13      using Verizon’s network, so it is fair and reasonable to expect *all* carriers to bear their  
14      own expenses associated with adding new tandems. This is the existing system, and there  
15      is no need to change it just for Cavalier.

16      Second, tandem re-homings are often complex undertakings that require close  
17      coordination between Verizon and all other carriers using a particular tandem. Mr.  
18      Cole’s example of the re-homing from the Turner Road 52 tandem to the Turner Road 76  
19      tandem was a particularly complex project, involving over 50 carriers. Because of the  
20      need for cooperation from other carriers, Verizon cannot completely control the tandem  
21      re-homing process, and it is not surprising that delays sometimes occur. Other carriers  
22      involved in the Turner Road re-homing contributed to the “delay” in some way. But the  
23      possibility of delays on particular tandem re-homing projects does not justify a

1 conclusion that Verizon should pay *all* of Cavalier's expenses for any Verizon network  
2 rearrangement. Indeed, Cavalier would have Verizon pay Cavalier's expenses resulting  
3 from every "network rearrangement" that Verizon performs, even though Cavalier  
4 addresses only tandem re-homing.

5 **Q. WHAT CAUSES VERIZON TO NEED TO ADD TANDEM SWITCHES TO ITS**  
6 **NETWORK?**

7 A. Tandem switches establish a connection between trunks. Verizon's tandem switches  
8 serve trunks connected to CLECs, Interexchange Carriers, Wireless Carriers, some  
9 Independent Telephone companies, and Verizon's end office switches. There is a  
10 maximum limit (range) of the number of trunks that a tandem switch can handle. When  
11 this limit is reached do to the **growth of trunks connected to the tandem**, Verizon must  
12 add another tandem switch to the LATA network. Since 1998 the biggest contributing  
13 factor to tandem trunk growth (by far) has been the growth in CLEC trunks. For  
14 example, in Virginia there are now over 11,000 tandem trunks from Verizon tandem  
15 switches to Cavalier.

16 **Q. DO OTHER CARRIERS EXPECT VERIZON TO PAY THEIR COSTS**  
17 **ASSOCIATED WITH NETWORK REARRANGEMENTS?**

18 A. No. No carrier, other than Cavalier, has asked Verizon to pay its costs associated with  
19 Verizon's necessary network rearrangements. It is a well established and well  
20 understood industry practice that each carrier (Interexchange Carriers, Wireless Carriers,  
21 CLECs, and other ILECs) bears its own costs when there is a new tandem added to  
22 Verizon's network.

23 **Q. IF CAVALIER IS DISSATISFIED WITH THE "DELAYS" ASSOCIATED WITH**  
24 **TANDEM REHOMINGS THAT INVOLVE MULTIPLE CARRIERS, DOES**

1           **CAVALIER HAVE OTHER OPTIONS?**

2    A.    Yes. Cavalier could completely avoid the “delays” associated with tandem re-homings  
3           by moving its traffic off Verizon’s tandems and connecting directly with other carriers’  
4           networks.

5    **Q.    FOR THE NEW RICHMOND TURNER ROAD TANDEM, MR. COLE, AT PAGE**  
6           **2, STATES THAT “THAT CHANGE WAS INITIALLY EXPECTED TO START**  
7           **IN OCTOBER 2001 AND END BY FEBRUARY 2002. INSTEAD, VERIZON**  
8           **STARTED MOVING TRAFFIC IN APRIL 2002 AND CAVLIER WAS STILL**  
9           **GETTING TRAFFIC FROM THE TURNER ROAD 52 TANDEM AS LATE AS**  
10          **AUGUST 2002”, DO YOU AGREE?**

11   A.    No. Verizon worked trunk orders for Cavalier to the new Turner Road access tandem in  
12          October and November of 2001. Traffic was flowing over these trunk groups in  
13          November 2001. In addition, Verizon never stated a completion date for the project of  
14          February 2002. Finally, all remaining Interexchange carrier traffic was moved to the  
15          new Turner Road tandem as of April 6, 2002.

16   **Q.    IS MR. COLE JUSTIFIED IN HIS COMPLAINT, AT PAGE 2 OF HIS DIRECT**  
17          **TESTIMONY, ABOUT “DUPLICATE” FACILITIES THAT CAVALIER MUST**  
18          **DEPLOY WHEN VERIZON RE-HOMES A TANDEM?**

19   A.    No. Mr. Cole claims that, when Verizon adds a new tandem, Cavalier must invest in  
20          transport facilities to that tandem. But this simply is not true under the Agreement  
21          proposed by Verizon. As we explained in our Direct Testimony, Cavalier does not need  
22          to pay for the transport facilities to every Verizon tandem in a LATA. To the contrary,  
23          Verizon’s Proposed Agreement, Section 4.1.1 allows Cavalier the option of establishing  
24          its transport facilities to connect to all tandems in a LATA through a single point. So, if  
25          Cavalier decides to invest in transport facilities to connect to a new tandem, it is because  
26          Cavalier has made a business decision to do so, not because it has been forced to do so.

**III. LOOPS (ISSUE C9) (ROSEMARIE CLAYTON)**

**Q. PLEASE COMMENT ON MR. EDWARDS' PROPOSAL AT PAGE 2 OF HIS DIRECT TESTIMONY TO SHIFT CERTAIN VERIZON XDSL CUSTOMERS TO CAVALIER.**

A. Cavalier's proposal would require Verizon to transfer to Cavalier, at no charge, any xDSL customer that obtained service from Verizon within 60 days after Verizon's loop qualification tools reported to Cavalier that the loop serving the customer location was not xDSL-capable. As noted in my Direct Testimony at page 12, Cavalier's proposal is simply an attempt to avoid paying for the costs that must sometimes be incurred to make an available loop xDSL-capable.

Mr. Edwards does not cite to a single example of the situation that Cavalier's contract language is designed to remedy. In fact, he admits that Cavalier's proposal is based on "anecdotal" situations that Cavalier "has never been able to track precisely." Cavalier's proposed language on this issue is an extreme solution in search of a problem, and should therefore be rejected.

**Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. EDWARDS STATES THAT "CAVALIER HAS DELETED LARGE PORTIONS" OF VERIZON'S LANGUAGE RELATING TO LOOPS BECAUSE THEY WERE "OVERLY COMPLEX AND DID NOT NECESSARILY MESH WELL WITH THE TYPES OF FACILITIES ALREADY ORDERED BY, OR USED BY, CAVALIER TO PROVIDE DSL SERVICE." IS THIS ACCURATE?**

A. No. Mr. Edwards never states why, specifically, he thinks Verizon's language does not correspond to the types of loops Cavalier orders, or how deleting Verizon's language would remedy the perceived problem. Verizon's contract language describes precisely the loops that Cavalier currently orders from Verizon.

1 This language is not “overly complex,” as Mr. Edwards suggests. Rather, it is detailed,  
2 describing the loops that are available for Cavalier to purchase and the process through  
3 which those loops can be qualified. Verizon’s language carefully spells out the  
4 applicable technical standards and the rights and obligations of each party so as to  
5 minimize the possibility of future disputes, and to ensure that Verizon provides the  
6 specific loop type that the CLEC needs to provision services to its end users.

7 **Q. MR. EDWARDS ALSO STATES AT PAGE 2 OF HIS DIRECT TESTIMONY**  
8 **THAT “CAVALIER BELIEVES IT SHOULD HAVE ACCESS TO THE LOOP**  
9 **PREQUALIFICATION DATA ON THE SAME BASIS AS VERIZON.” DOES**  
10 **CAVALIER CURRENTLY HAVE SUCH ACCESS?**

11 A. Yes. Verizon and Cavalier obtain access to Verizon’s loop prequalification database on  
12 the same terms, as this Commission has confirmed in its *Virginia § 271 Order* (at ¶¶ 29  
13 and 34). Again, it is hard to tell just why Cavalier objects to Verizon’s language because  
14 Mr. Edwards offers only vague criticisms. He contends that parity of access should be  
15 “reflected in simple and straightforward language,” but does not specifically criticize any  
16 aspect of Verizon’s proposed language. Furthermore, Mr. Edwards never explains why  
17 deleting all of Verizon’s language is a reasonable solution to the claimed problem of  
18 language that is too complex.

19 **Q. MR. EDWARDS FURTHER CLAIMS AT PAGE 2 OF HIS DIRECT**  
20 **TESTIMONY THAT “THE CIRCUIT IDENTIFIERS OR OTHER LANGUAGE**  
21 **USED IN VERIZON’S ORDERING PROCESS DID NOT SEEM TO MATCH**  
22 **THE LANGUAGE OF THE INTERCONNECTION AGREEMENT.” IS THIS**  
23 **TRUE?**

24 A. No. Once again, Mr. Edwards offers no examples or other explanations supporting his  
25 conclusion that Verizon’s language does not match its practices. As a general matter,  
26 Verizon cannot include every operational detail required for an ordering process, such as

1 specific circuit identifiers, in its interconnection agreements. Inclusion of such detail  
2 would result in a document so long and complex that it would be practically unusable.

3 Mr. Edwards' claims are also inconsistent with Cavalier's basic position on this issue.

4 Mr. Edwards proposes in his testimony that the contract include *more* language, such as  
5 specific circuit identifiers, but Cavalier proposes to *delete* all of Verizon's language on  
6 loop qualification. This simply makes no sense.

7 **Q. DO YOU AGREE WITH MR. EDWARDS PROPOSAL AT PAGE 2 OF HIS**  
8 **DIRECT TESTIMONY FOR "LINE CONDITIONING CHARGES SET BY**  
9 **EITHER THE LOWEST VERIZON CHARGE IN CAVALIER'S FOOTPRINT**  
10 **OR THE APPLICABLE RATE SET BY THE STATE CORPORATION**  
11 **COMMISSION."**

12 A. If Mr. Edwards is proposing that Cavalier receive the lower of the state-established rate  
13 or the lowest rate in Verizon's footprint where Cavalier operates, I do not agree with this  
14 proposal. As I explained in my Direct Testimony, the loop conditioning rates that  
15 Verizon charges vary from state to state. These rates are based on a variety of state-  
16 specific factors, such as loading factors, labor rates, and the different physical  
17 characteristics of Verizon's networks in each state. It would, therefore, be inappropriate  
18 to arbitrarily impose another state's rate here in Virginia without regard to Verizon's  
19 Virginia-specific costs.

20 **Q. DOES CAVALIER OBJECT TO VERIZON'S RECURRING AND NON-**  
21 **RECURRING RATES FOR XDSL LOOPS?**

22 A. It is difficult to say. Although Cavalier refuses to agree to Verizon's current, TELRIC-  
23 compliant loop rates, it has not proposed any new prices or offered any specific criticisms  
24 of the existing rates. Mr. Edwards states only that "Cavalier would simply like to  
25 establish some straightforward and fair ways of applying prices established by federal or

1 state commissions,” without explaining what these “straightforward and fair” rate  
2 application alternatives might be. (Edwards Direct at 3). Thus, Cavalier has made no  
3 proposal that the Bureau could even act upon. The only reasonable approach is to adopt  
4 Verizon’s proposed loop and loop conditioning rates, which are the same rates that the  
5 Commission approved in connection with Verizon’s section 271 application in Virginia.

6 **Q. ON PAGE 1 OF HER DIRECT TESTIMONY, MS. WEBB ARGUES THAT**  
7 **MAINTENANCE INTERVALS FOR XDSL AND DS1 LINES SHOULD BE THE**  
8 **SAME BECAUSE “THE MAJORITY OF CAVALIER RESIDENTIAL**  
9 **CUSTOMERS USE THEIR DSL CIRCUIT AS THE ONLY MEANS OF DIAL-**  
10 **TONE IN THEIR HOMES.” DOES THIS REASONING SUPPORT CAVALIER’S**  
11 **PROPOSAL?**

12 A. No. It does not make sense to advocate application of maintenance intervals for a  
13 business service (that is, DS-1) to residential dial-tone service (which is what Ms. Webb  
14 claims xDSL service is for many customers). If Ms. Webb believes xDSL functions as  
15 residential dial-tone, it should be subject to the same maintenance intervals as residential  
16 dial-tone service. In fact, this is exactly how xDSL maintenance intervals are addressed  
17 in the Virginia SCC’s Carrier-to-Carrier Guidelines. That is, Verizon’s maintenance  
18 performance for wholesale xDSL loops is compared to maintenance intervals for Plain  
19 Old Telephone Service (“POTS”). Ms. Webb’s observation about customers’ use of  
20 xDSL for residential dial-tone validates this existing approach.

21 **Q. AT PAGE 2 OF HER DIRECT TESTIMONY, MS. WEBB COMPLAINS THAT**  
22 **WHEN CAVALIER ORDERS A 4-WIRE DS1 CIRCUIT, VERIZON WILL**  
23 **DELIVER INSTEAD A 2-WIRE HDSL DS-1 CIRCUIT. HAS VERIZON**  
24 **PROPOSED LANGUAGE ADDRESSING THIS COMPLAINT?**

25 A. Yes. I understand from Ms. Webb’s testimony that Cavalier has tried to order a 4-wire  
26 DS-1 loop and instead received a 2-wire HDSL DS-1. If Cavalier orders a DS-1 Loop,  
27 Verizon chooses the electronics and number of pairs for that loop, while at all times

1 continuing to deliver the 4-Wire interface at each end. If Cavalier wishes to use another  
2 type of loop for the delivery of DS-1 services, such as one that uses another type of  
3 electronics or more metallic pairs, then the contract gives them that opportunity through  
4 the 2-wire and 4-wire HDSL loop offerings detailed in Sections 11.2.5 and 11.2.6 of  
5 Verizon Proposed Agreement.

6 **Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. VERMEULEN CONTENDS**  
7 **THAT VERIZON HAS IMPOSED ITS OWN, “INTERNALLY DEVELOPED,”**  
8 **“ARBITRARY” SPECTRAL DENSITY MASK AND POWER LIMITS. IS THIS**  
9 **ACCURATE?**

10 A. No. It is industry standards bodies, with input from ILECs, CLECs, and equipment  
11 vendors, in addition to lab testing results, that establish the spectral density mask and  
12 power limitations on xDSL services that Verizon uses and that are reflected in Verizon’s  
13 proposed language. These industry-wide standards, monitored by Telcordia and publicly  
14 available, are intended to prevent xDSL services from interfering with other  
15 telecommunications services carried over the same loop. If a carrier providing xDSL  
16 service over that loop does not stay within the limitations of the spectral density mask,  
17 the loop may not work, or, other voice or data loops for other CLECs or end users within  
18 the same binder group may be affected.

19 **Q. DOES VERIZON HAVE TO AMEND ITS PROPOSED LANGUAGE SO THAT**  
20 **CAVALIER CAN GET LOOPS COMPATIBLE WITH ITS “REACH DSL” AND**  
21 **MULTIPLE VIRTUAL LINES (“MVL”) PRODUCTS, AS MR. VERMEULEN**  
22 **CLAIMS AT PAGE 2 OF HIS DIRECT TESTIMONY?**

23 A. No. Cavalier’s “Reach DSL” and “MVL” offerings use loops of up to 30,000 feet.  
24 Verizon offers such loops under Verizon’s Proposed Agreement at Section 11.2.12(A), so  
25 Cavalier’s proposed amendment is unnecessary. As noted in my Direct Testimony at  
26 page 11, if Cavalier has unique requirements that need to be met on a stand-alone basis



1 due to specific technologies or equipment or vendor needs, then technical characteristics  
2 should be shared with Verizon through the Bona Fide Request process for further  
3 analysis.

4 **Q. HAS CAVALIER PREVIOUSLY RAISED THIS ISSUE BEFORE THE**  
5 **COMMISSION?**

6 A. Yes. Cavalier raised this very issue in the context of Verizon's section 271 proceeding  
7 for Virginia. In the *Virginia § 271 Order*, the Commission held:

8 Cavalier complains that Verizon refuses to provide loops over  
9 18,000 feet to competing carriers seeking to offer xDSL service  
10 even when competitive LECs' equipment is capable of offering  
11 DSL services at those loop lengths. Verizon clarifies that it does  
12 offer such loops through its loop conditioning offerings. Although  
13 DSL-capable loops typically contain load coils that are necessary  
14 for the provision of voice service, Verizon states that it will  
15 remove these load coils for a competitive LEC pursuant to an  
16 interconnection agreement and subject to applicable loop  
17 conditioning charges. In the absence of additional evidence to the  
18 contrary, we find that Verizon's offerings for the provision of  
19 DSL-capable loops over 18,000 feet are reasonable....

20 *Virginia § 271 Order* ¶ 149. Verizon's proposed contract language offers these same  
21 options to Cavalier, so the Bureau should decide this same issue the way the Commission  
22 itself did.

23 **IV. DARK FIBER (ISSUE C10) (DONALD ALBERT AND ALICE SHOCKET)**

24 **Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. ASHENDEN EXPRESSES**  
25 **CONCERN ABOUT THE USE OF THE TERM "ACCESSIBLE TERMINAL." IS**  
26 **THIS A REASONABLE CONCERN?**

27 A. No. Mr. Ashenden does not even attempt to explain what his concern is, and there should  
28 not be one. The term "accessible terminal" refers to industry standard equipment that  
29 allows the cross connection of fiber optic strands using fiber optic jumpers. The

Commission defined “accessible terminal” in the *UNE Remand Order* and has reaffirmed that definition in its recent *Triennial Review Order*.

**Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. ASHENDEN STATES THAT CAVALIER’S DARK FIBER QUEUE PROPOSAL IS INTENDED “TO REDUCE THE PAPERWORK BURDEN ON VERIZON.” WOULD CAVALIER’S PROPOSAL HAVE THIS EFFECT?**

A. Absolutely not. On the contrary, as I explained in my Direct Testimony, Cavalier’s dark fiber queue proposal will only increase Verizon’s administrative burdens without producing any corresponding benefits. Cavalier’s proposal would require Verizon to process the same unsatisfied dark fiber request continually for a period as long as four years. Particularly because Verizon does not have a mechanized system for conducting dark fiber inquiries, Cavalier’s proposal plainly means a lot more paperwork, not less. And, as I noted in my direct testimony, because carriers’ needs change rapidly, even if the requested dark fiber became available several months or years after it had been requested, Cavalier might not want it anymore.

**Q. AT PAGE 2 OF HIS DIRECT TESTIMONY MR. ASHENDEN ALSO CLAIMS THAT CAVALIER’S DARK FIBER QUEUE PROPOSAL IS INTENDED TO ADDRESS A “CERTAIN RANDOMNESS” IN VERIZON’S PROCESSING OF DARK FIBER INQUIRIES. DOES VERIZON RANDOMLY ASSIGN DARK FIBER?**

A. No. Verizon assigns dark fiber on a first-come, first-served basis, and has a well-defined process for submitting dark fiber inquiries. As I explained in my Direct Testimony, the status of particular dark fiber facilities may change frequently. A dark fiber route that is not available on the day a CLEC inquires about it may be available the next month or the next year, when another CLEC inquires about it. But the fact that dark fiber status may change does not make Verizon’s dark fiber inquiry process random. That process is fair,

1 well understood and applied uniformly to all carriers. There is no way to change the  
2 unavoidable fact that dark fiber facilities move in and out of availability, and Verizon  
3 cannot be expected to implement burdensome, expensive, and ultimately futile  
4 “solutions” to address this situation.

5 **Q. IS THERE CURRENTLY A “QUEUE” PROCESS FOR ANY UNE?**

6 A. No. There is no “queue” process for any UNE.

7 **Q. HAS ANY OTHER CLEC EVER REQUESTED A “QUEUE” PROCESS FOR**  
8 **DARK FIBER OR ANY OTHER UNE?**

9 A. I am not aware of any such request.

10 **Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. ASHENDEN STATES THAT**  
11 **THE ADDITIONAL INFORMATION THAT CAVALIER REQUESTS (IN**  
12 **11.2.15.4) IN RESPONSE TO A DARK FIBER INQUIRY, IS NEEDED TO**  
13 **REDUCE UNCERTAINTY ABOUT WHETHER FIBER IS “TERMINATED.” DO**  
14 **YOU AGREE?**

15 A. No. Terminated dark fiber is fiber that is physically connected to accessible terminals;  
16 there is no uncertainty. No other CLECs have requested the information specified by  
17 Cavalier in its proposed Section 11.2.15.4. In addition, Verizon has never provided such  
18 information in response to Dark Fiber Inquiries, and the cost of providing this  
19 information is not included in Verizon’s rates.

20 **Q. ON PAGE 3 OF HIS DIRECT TESTIMONY, MR. ASHENDEN STATES THAT**  
21 **THE CURRENT DARK FIBER MAPS THAT VERIZON OFFERS TO**  
22 **CAVALIER CONTAIN INFORMATION THAT IS “NOT USEFUL.” IS THAT**  
23 **ACCURATE?**

24 A. No. As noted in my Direct testimony, Verizon already provides wire-center-specific  
25 fiber layout maps and Verizon already searches for alternative routes *between* wire  
26 centers when the requested route is unavailable. Cavalier thus has no need for detailed

1 information about all fiber routes in the entire LATA, which is what Cavalier is seeking  
2 here. There may have been more of a need for the information Cavalier seeks here prior  
3 to the Bureau's ruling in the *Virginia Arbitration Order*, but that order made it clear that  
4 CLECs are no longer responsible for searching out alternative routes between wire  
5 centers when the requested route is unavailable. Now, Verizon is responsible for this  
6 work, and therefore Verizon's existing measures satisfy any legitimate need Cavalier has  
7 for network planning.

8 **Q. ON PAGES 3-4 OF HIS DIRECT TESTIMONY, MR. ASHENDEN STATES**  
9 **THAT CAVALIER'S LANGUAGE "PROPOSES TO ADD CERTAINTY TO THE**  
10 **COST OF FIELD SURVEYS." IS CAVALIER'S LANGUAGE NECESSARY?**

11 **A.** No. As noted in my Direct Testimony, if Cavalier's language is adopted, the construction  
12 crews who conduct field surveys would be required to make appointments with Cavalier,  
13 limiting their ability to schedule their own work in an efficient manner. In addition, these  
14 are not the correct or appropriate Verizon employees that would answer general questions  
15 relative to Cavalier's particular dark fiber request. The added complexity and  
16 inefficiency of a joint field survey would therefore have the opposite effect, adding  
17 uncertainty to the cost of field surveys.

18 **V. IDLC (ISSUE C14) (DONALD ALBERT AND ROSEMARIE CLAYTON)**

19 **Q. MR. VERMEULEN COMPLAINS THAT VERIZON CANNOT UNBUNDLE**  
20 **LOOPS SERVED BY INTEGRATED DIGITAL LOOP CARRIER (IDLC)**  
21 **SYSTEMS AT PAGES 2-3 OF HIS DIRECT TESTIMONY. IS VERIZON**  
22 **REQUIRED TO DO SO?**

23 **A.** No. As I explained in my Direct Testimony, the Commission gives incumbents the  
24 option of fulfilling their unbundling obligations by "provid[ing] requesting carriers access  
25 to a transmission path" to customers served by IDLC loops. At the incumbent's option, it

1 can provide access through 1) a spare copper facility, or 2) a UDLC system, or 3) other  
2 “technically feasible methods of unbundled access.” *Triennial Review Order* ¶ 297. The  
3 Commission does not require incumbents to unbundle IDLC-served loops.

4 In addition, because the Commission has given the incumbents the option of selecting  
5 among these three alternatives, Mr. Vermeulen is wrong when he suggests at page 2 of  
6 his testimony that Cavalier can specifically demand that Verizon construct new copper  
7 loops to reach customers currently served by IDLC.

8 **Q. HOW WILL VERIZON PROVIDE CAVALIER WITH 2-WIRE ANALOG**  
9 **UNBUNDLED LOOPS WHEN THE CUSTOMERS ARE SERVED BY IDLC?**

10 A. Under Verizon’s Proposed Section 11.7.6, attached as Exhibit A, Verizon will provide  
11 these loops consistent with the requirements of the *Triennial Review Order*. Specifically,  
12 when Verizon receives a request for an unbundled 2-wire analog loop for a customer  
13 served by IDLC, Verizon checks to see whether the customer can be served by a spare  
14 loop that is not IDLC (that is, Universal Digital Loop Carrier (“UDLC”) or copper). If  
15 such a spare loop is available, it is used. If such a loop is not available, however, Verizon  
16 checks to see whether it can rearrange loops among its customers to make a non-IDLC  
17 loop available. (This process is called a Line and Station Transfer.) If suitable loop  
18 facilities are still unavailable, the CLEC may request that Verizon construct additional  
19 unbundled-able loop facilities. When this occurs, Verizon will initiate an engineering job  
20 to construct additional facilities to provide either a copper loop or a UDLC loop.

1 **Q. WHAT RATES DOES VERIZON PROPOSE TO CHARGE WHEN CAVALIER**  
2 **ORDERS AN UNBUNDLED 2-WIRE ANALOG LOOP FOR A CUSTOMER**  
3 **SERVED BY IDLC?**

4 A. The rates that Verizon proposes to charge – Line and Station Transfer, Engineering  
5 Query, Engineering Work Order, and Time and Materials charges – are the same or lower  
6 than the rates that were included as part of Verizon’s section 271 application in Virginia.

7 **Q. IN VIRGINIA CAN VERIZON USUALLY PROVIDE AN UNBUNDLED LOOP**  
8 **FOR A CUSTOMER SERVED BY IDLC WITHOUT CONSTRUCTING**  
9 **ADDITIONAL LOOP FACILITIES?**

10 A. Yes. Roughly 1 percent of Verizon’s working access lines in Virginia are located at an  
11 outside plant terminal where only loops on IDLC are available (e.g., copper loops or  
12 universal digital loop carrier loops are not available)

13 **Q. IF COPPER OR UDLC LOOPS ARE NOT AVAILABLE WITHOUT**  
14 **CONSTRUCTION OR MODIFYING FACILITIES, DOES A CLEC HAVE**  
15 **OTHER ALTERNATIVES FOR SERVING CUSTOMERS ON IDLC?**

16 A. Yes. CLECs can order UNE-Platform or Resale, neither of which require the physical  
17 unbundling of the IDLC loop.

18 **Q. DOES VERIZON DEPLOY COPPER FACILITIES OR UDLC WHEN NEW**  
19 **LOOP CAPACITY IS CONSTRUCTED?**

20 A. Yes. Verizon’s network design guidelines require that when additional loop capacity is  
21 constructed, either copper or UDLC must be deployed in locations where IDLC is  
22 deployed. The practice reduces the chance that, in the future, a customer served by IDLC  
23 cannot also be served by UDLC or copper.

1 **Q. AT PAGE 4 OF HIS DIRECT TESTIMONY, MR. VERMEULEN ALLEGES**  
2 **THAT CAVALIER IS TREATED UNFAIRLY BECAUSE VERIZON “DOES**  
3 **NOT ENCOUNTER AN IDLC PROBLEM WITH ITS OWN CUSTOMERS.” DO**  
4 **YOU AGREE?**

5 A. No. The Commission examined this very issue in the *Triennial Review Order* and came  
6 up with a solution. As I have explained above, Verizon proposes to adopt that solution.

7 **Q. AT PAGE 6 OF HIS DIRECT TESTIMONY, MR. VERMEULEN STATES THAT**  
8 **“UDLC INVOLVES ADDITIONAL ANALOG-TO-DIGITAL OR DIGITAL-TO-**  
9 **ANALOG CONVERSIONS” THAT “CUT DIAL-UP MODEM SPEED IN HALF.”**  
10 **IS THIS TRUE?**

11 A. No. Ironically, a UNE Loop provided using UDLC involves the same number of analog-  
12 digital transmission conversions as the “hairpin” method suggested by Cavalier.  
13 Moreover, it is simplistic to suggest, as Mr. Vermeulen does, that data transmission speed  
14 over the public switched network depends primarily on the type of loop used. In fact, the  
15 number and type of connections from the customer’s serving central office switch  
16 throughout the rest of the network, the customer’s modem, and the equipment and  
17 connections used by the customer’s Internet Service Provider all affect data transmission  
18 speed over the public switched network. As a result, data transmission speed varies call-  
19 by-call over the public switched network, and there is no singular direct correlation  
20 between such data transmission speed and the type of loop used. That is why Verizon  
21 does not guarantee any specific level of data modem throughput either for its retail or its  
22 wholesale customers. Each unbundled loop type does however have a unique set of  
23 technical specifications defined in Verizon’s Technical Reference Publications. I provide  
24 a more detailed explanation of this issues in Exhibit B, transcript pages from the Virginia  
25 state hearings on Verizon’s 271 application, in which I address this issue during cross-  
26 examination by Cavalier.

1 **Q. MR. VERMEULEN SUSPECTS THAT “VERIZON MAY BE ROUTINELY**  
2 **REJECTING ORDERS THAT CAN ACTUALLY BE PROVISIONED OVER**  
3 **ADEQUATE AND AVAILABLE VERIZON FACILITIES.” (VERMEULEN**  
4 **DIRECT AT 7) IS HIS SUSPICION JUSTIFIED?**

5 A. No. Mr. Vermeulen says that 28 customers complained to the Virginia SCC that they  
6 could not get service from Cavalier, and seven of these customers eventually got Cavalier  
7 service. Mr. Vermeulen does not say why the 28 customers allegedly could not get  
8 Cavalier service, or even the type of service they requested. Even if we assume that these  
9 customers were not served by Cavalier because they were served by IDLC loops and no  
10 copper or UDLC facilities were available, Mr. Vermeulen’s example does not prove that  
11 Verizon had facilities to serve the seven customers all along.

12 In any event, Cavalier’s concerns about rejected orders are now moot because the  
13 *Triennial Review Order* provides new guidance about an incumbent’s obligation when a  
14 customer is served with IDLC technology.

15 **Q. ON PAGE 8 OF HIS DIRECT TESTIMONY, MR. VERMEULEN CLAIMS THAT**  
16 **“VERIZON HAS NOT PROVIDED CAVALIER WITH EFFECTIVE ACCESS**  
17 **TO” VERIZON’S LFACS DATABASE. DO YOU AGREE?**

18 A. No. Verizon’s Loop Facilities Assignment Controls (LFACs) system includes an  
19 inventory of loop facilities available to serve a particular customer. Verizon provides  
20 Cavalier non-discriminatory access to information in this system as part of its  
21 mechanized loop qualification process. In fact, the Commission acknowledges that  
22 Verizon provides non-discriminatory access to LFACS in the *Virginia § 271 Order* (¶¶  
23 29, 34). Mr. Vermeulen provides no support at all for his assertion that Verizon is  
24 disadvantaging Cavalier with regard to LFACs access.

25 **Q. ON PAGES 3 AND 5 OF HIS TESTIMONY MR. VERMEULEN STATES THAT**



**VERIZON SHOULD TRIAL, EVALUATE AND DEVELOP THE “HAIRPIN”  
APPROACH FOR PROVIDING ANALOG UNE LOOPS TO END USERS  
CURRENTLY SERVED BY IDLC. DO YOU AGREE?**

A. No. It makes no sense for Verizon to spend millions of dollars to trial and potentially develop an additional approach that would be substantially more expensive than providing additional copper loops or UDLC loops. I met with Cavalier in 2000, and at Cavalier’s request, agreed that Verizon would prepare an engineering evaluation of the hairpin approach. This evaluation (“Analysis of the use of Hairpin/Nail-up in Central Office Switches”), which was given to Cavalier on July 19, 2000 and is attached as Exhibit C of my testimony, concludes that “hairpin/nail-up is not a cost justifiable architecture for unbundled loop hand-offs using a DS1 interface. For unbundled loops ordered for end users currently served on IDLC, it is more economical to continue to use current methods by moving the loop to Universal DLC, or parallel copper, if available.” These conclusions are still valid today. In addition, as a side note, an MCI document in the NY PSC Collaborative in March of 1999 identified hairpinning as the least desirable potential unbundling technique to be used when end users were served by IDLC facilities.

**Q. ON PAGES 3 AND 5 OF HIS TESTIMONY MR. VERMEULEN STATES THAT  
VERIZON SHOULD TRIAL, EVALUATE AND DEVELOP THE “MULTIPLE  
SWITCH HOSTING” APPROACH FOR PROVIDING ANALOG UNE LOOPS  
TO END USERS CURRENTLY SERVED BY IDLC. DO YOU AGREE?**

A. No. Multiple switch hosting relies on a particular IDLC interface – the GR-303 interface – which is not used (or deployed) in any Verizon IDLC systems or switches in Virginia. In addition, while Mr. Vermeulen claims at page 5 of his direct testimony that Cavalier has conducted a successful trial of multiple switch hosting, that trial used equipment that is different than the equipment in Verizon’s network, and the trial involved only one carrier – Cavalier. Multiple switch hosting used to provide UNE loops, however, would

1 involve connecting individual GR-303 IDLC systems to the digital switches of multiple  
2 carriers. This particular configuration and application of the GR-303 multiple switch  
3 hosting capability (in a multiple carrier environment), where an individual Verizon IDLC  
4 system would be simultaneously connected to digital switches of multiple carriers, is not  
5 currently technically feasible due to unresolved issues associated with network reliability  
6 and network security.

7 This is because GR-303 equipment was originally designed for a single-carrier  
8 environment. A multi-carrier environment, however, is much more sophisticated.  
9 Verizon is not aware of any vendor or industry solution that supports multi-carrier access  
10 to GR-303. This is confirmed in a letter from Alcatel, the primary manufacturer of  
11 Digital Loop Carrier systems used by Verizon, attached to my testimony as Exhibit D.

12 In addition, if Cavalier is proposing GR-303 as a network-wide solution, the entire loop  
13 network would have to be built, at enormous cost. AT&T's Electronic Loop Provisioning  
14 proposal in the *Triennial Review* would have required the same kind of expenditure, and  
15 the Commission properly refused to require Electronic Loop Provisioning. *Triennial*  
16 *Review Order* ¶ 491. Cavalier's proposal here should fare no better.

17 Finally, even if all the foregoing issues were resolved, I believe that multiple switch  
18 hosting would be too expensive for CLECs to use. Multiple switch hosting would require  
19 CLECs to provision multiple DS1 connections to every GR-303 digital line carrier  
20 system in a central office. That would be enormously expensive.

1 **Q. DOES THE CONTRACT LANGUAGE PROPOSED BY CAVALIER THAT MR.**  
2 **VERMEULEN DESCRIBES ON PAGE 3 LINES 7-10, CREATE OTHER**  
3 **PROBLEMS/ISSUES FOR VERIZON?**

4 A. Yes. Cavalier proposes a sixty day trial, but sixty days is a grossly insufficient amount of  
5 time to implement a trial in which Verizon must develop new processes, purchase,  
6 engineer, and install new hardware and software, and implement operations support  
7 system changes. Cavalier's proposed timeframe would also violate the Change Control  
8 requirements for customer notifications, and it would not allow for time for necessary  
9 field force methods, procedures, and training to take place. By proposing a sixty-day  
10 trial, Cavalier shows that it has no idea how complicated its IDLC unbundling proposals  
11 are.

12 **VI. UNE-RELATED CHARGES (ISSUE C27) (ROSEMARIE CLAYTON)**

13 **Q. AT PAGE 20 OF HIS DIRECT TESTIMONY, MR. CLIFT STATES THAT THE**  
14 **RATES CAVALIER PROPOSES FOR TRUCK ROLLS AND WINBACKS**  
15 **SHOULD BE IN THE PARTIES INTERCONNECTION AGREEMENT. IS THIS**  
16 **ACCURATE?**

17 A. No. As noted in my direct testimony, the Bureau has said that it lacks jurisdiction to  
18 impose rates charged by a CLEC to an incumbent carrier, except for "rates on which the  
19 parties have agreed" or rates which the Commission's Rules prescribe. In all other cases  
20 Cavalier must seek authorization from the Virginia SCC for the rates it proposes to  
21 charge. *Virginia Arbitration Order* ¶ 589. The rates that Cavalier proposes are not "rates  
22 on which the parties have agreed," nor are they prescribed by the Commission's rules.

1 **Q. BUT MR. CLIFT REFERS TO EXHIBIT MC-11 WHICH, HE CLAIMS, SHOWS**  
2 **THAT THE VIRGINIA SCC BELIEVES CAVALIER'S RATES SHOULD BE**  
3 **INCLUDED IN AN INTERCONNECTION AGREEMENT. IS THIS**  
4 **ACCURATE?**

5 A. No. Exhibit MC-11 is a copy of a January 27, 2003 letter from Senior Communications  
6 Specialist Garland Hines of the Virginia SCC staff to Martin Clift "returning as  
7 unacceptable Cavalier's January 21, 2003 filing that proposed UNE Loop Service  
8 charges." The central purpose of the letter was to explain the several reasons why the  
9 Staff was rejecting the filing, among them that the "tariff is not clear as to whom these  
10 charges will be billed, " and that Cavalier's filing "did not comply with the 30 day filing  
11 interval for this type of filing." At the end of the letter, Mr. Hines suggests that the  
12 charges be included in an interconnection agreement, but this can hardly be considered a  
13 definitive ruling by the Virginia SCC or its staff because, as Mr. Hines noted in the third  
14 paragraph of that letter, he did not really understand what the charges were for.

15 Of course, even if Mr. Hines' letter did express the considered opinion of the Virginia  
16 SCC, none of that would alter the Bureau's decision in the *Virginia Arbitration Order*  
17 that it lacks jurisdiction to impose the rates sought by Cavalier.

18 **Q. ON PAGE 5 OF HER DIRECT TESTIMONY, MS. WEBB SAYS THAT WHEN**  
19 **CAVALIER HAS TO DISPATCH ITS TECHNICIANS TO SEE WHETHER**  
20 **VERIZON HAS PROPERLY DELIVERED A LOOP, VERIZON SHOULD PAY**  
21 **FOR THESE "TRUCK ROLLS" IF THE LOOP IS NOT WORKING. DO YOU**  
22 **AGREE?**

23 A. No. Cavalier could avoid sending its technicians out in the first place if it participated in  
24 Verizon's Cooperative Testing program for digital (or xDSL-capable) loops, as most  
25 CLECs do. Under this program, when Verizon completes a service installation, the  
26 technician calls the number provided by Cavalier on the order form submitted by

1 Cavalier. The Verizon technician then works with Cavalier in real time to confirm that  
2 the service is working. If it is not working, Verizon will work with Cavalier to resolve  
3 the problem.

4 **Q. ON PAGE 7 OF HER DIRECT TESTIMONY, MS. WEBB STATES THAT**  
5 **VERIZON’S “RETAS” SYSTEM “IS FAILING.” IS THIS TRUE?**

6 A. No. “RETAS” is Verizon’s Repair and Trouble Administration System. It is a web-  
7 based service that allows CLECs to submit and monitor trouble tickets electronically.  
8 Verizon’s RETAS system works well. The volume of trouble tickets processed by  
9 RETAS has more than doubled since January of 2003. Cavalier regularly uses RETAS to  
10 submit trouble tickets. In fact, **[BEGIN CONFIDENTIAL INFORMATION HERE]**  
11 **██████████ [END CONFIDENTIAL INFORMATION HERE]** of the trouble tickets that  
12 Cavalier submitted in August 2003 were processed through RETAS. I am not aware of  
13 any other CLEC who has complained about Verizon’s “RETAS” system in Virginia.

14 **Q. ON PAGE 3 OF HIS DIRECT TESTIMONY, MR. FERRIO DESCRIBES THE**  
15 **WINBACK CHARGE THAT CAVALIER PROPOSES TO COLLECT FROM**  
16 **VERIZON WHEN A CUSTOMER SHIFTS SERVICE FROM CAVALIER TO**  
17 **VERIZON. IS SUCH A CHARGE WARRANTED?**

18 A. No. The functions that supposedly justify this charge are the same functions that Verizon  
19 performs at no charge. If Cavalier loses a customer served by a Cavalier switch, Cavalier  
20 needs only (1) to receive a service order to port the number – an action for which Verizon  
21 does not charge CLECs; (2) to port the customer’s telephone number to the other carrier  
22 – an action for which carriers cannot charge each other, consistent with the Commission’s  
23 rules (*Number Portability Order* ¶ 49); and (3) to update the E911 database – an action  
24 for which Verizon does not charge CLECs. If Cavalier loses a customer served by resale  
25 or through UNE-P, Cavalier does not even have to perform these limited functions.

1 Verizon and Cavalier have already agreed that Cavalier may only charge Verizon the  
2 same amounts charged by Verizon for parallel functions.

3 **Q. AT PAGE 2 OF HIS TESTIMONY, MR. FERRIO SUGGESTS THAT VERIZON**  
4 **SHOULD PAY CAVALIER WHEN VERIZON WINS BACK A CUSTOMER. IS**  
5 **THERE ANY JUSTIFICATION FOR SUCH A CHARGE?**

6 A. No. Mr. Ferrio argues that, if it is fair for Verizon to charge Cavalier when Cavalier wins  
7 a customer from Verizon, then Cavalier should be able to assess the same charges upon  
8 Verizon when Verizon wins a customer from Cavalier. At page three of his testimony,  
9 Mr. Ferrio includes a chart suggesting that Verizon imposes a winback charge for the  
10 functions listed on the chart when Cavalier wins a customer from Verizon, and that  
11 Cavalier performs similar functions when Verizon wins a customer from Cavalier.

12 But Mr. Ferrio disregards the fact that Verizon does not charge Cavalier for any of the  
13 functions that Mr. Ferrio describes in that chart.

14 **Q. AT PAGE 3 OF MR. FERRIO'S DIRECT TESTIMONY, HE SAYS VERIZON**  
15 **DOES CHARGE CAVALIER. WHAT DOES VERIZON CHARGE FOR?**

16 A. When Cavalier wins a customer from Verizon and orders a loop from Verizon, Verizon  
17 charges a non-recurring and a recurring charge for the loop. The non-recurring charge is  
18 intended to cover Verizon's costs for provisioning the loop. For example, in some cases,  
19 a technician has to go out into the field to rearrange facilities in order to make a loop  
20 available to Cavalier's customer. In other cases, a central office technician will cross-  
21 connect the loop to Cavalier's collocation arrangement. Cavalier provides no such  
22 facility to Verizon when Verizon wins a customer from Cavalier therefore performs no  
23 such functions.

1   **VII. CONCLUSION**

2   **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

3   **A. Yes.**

**Declaration of Donald Albert**

I declare under penalty of perjury that I have reviewed the foregoing testimony and that those

sections as to which I testified are true and correct.

Executed this 9<sup>TH</sup> day of October, 2003.


Donald Albert  
Donald Albert



**Declaration of Peter D'Amico**

I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct.

Executed this 9<sup>th</sup> day of October, 2003.

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Peter D'Amico